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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:
THE ROMAN CATHOLIC ARCHBISHOP OF
SAN FRANCISCO,

Debtor and Debtor in Possession.

Case No.: 23-30564

Chapter 11

**DECLARATION OF JAMES I. STANG IN
SUPPORT OF FIRST INTERIM
APPLICATION OF PACHULSKI STANG
ZIEHL & JONES LLP FOR ALLOWANCE
AND PAYMENT OF COMPENSATION
AND REIMBURSEMENT OF EXPENSES
FOR THE PERIOD SEPTEMBER 14, 2023
THROUGH JANUARY 31, 2024**

[Relates To Docket No. 521]

Date: April 4, 2024
Time: 1:30 p.m.
Place: via Zoom.gov
Judge: The Honorable Dennis Montali

I, James I. Stang, declare as follows:

1. I am a partner of the law firm of Pachulski Stang Ziehl & Jones LLP (“PSZJ”). I submit this declaration in support of the *First Interim Application of Pachulski Stang Ziehl & Jones LLP for Allowance and Payment of Compensation and Reimbursement of Expenses for the Period September 14, 2023 through January 31, 2024* (the “Application”) [Docket No. 521]. I

1 have personally reviewed the information contained in the Application. I believe its contents to be
2 true and correct to the best of my knowledge, information, and belief.

3 2. The following facts are personally known to me, and if called to do so, I could and
4 would competently testify thereto.

5 3. PSZJ practices throughout the nation and is the largest corporate restructuring law
6 firm in the United States with approximately 77 attorneys. PSZJ's offices are located in San
7 Francisco, Los Angeles, New York, Houston, and Wilmington, Delaware.

8 4. PSZJ billed its time for each calendar month during the Fee Period¹ of September
9 14, 2023 through January 31, 2024 on an hourly basis using its regular hourly rates, *provided*,
10 *however*, that PSZJ discounted its total fees during each calendar month of the Fee Period to *the*
11 *lesser* of the amount billed using regular hourly rates and a blended hourly rate of \$1,050.

12 5. During the Fee Period, PSZJ's application of the blended rate has resulted in a
13 discount to the estate in the amount of \$30,314.50.

14 6. PSZJ will contribute ten percent (10%) of all fees it receives in this Case on a final
15 basis to a settlement trust that is approved as part of a plan of reorganization. As such fees are paid
16 to it, PSZJ holds those funds in a trust account until a settlement trust is established through a plan
17 of reorganization.

18 7. PSZJ customarily charges \$0.20 per page for photocopying and \$0.10 per page for
19 scanning. PSZJ's photocopying machines automatically record the number of photocopies or
20 scanned pages when the person who is performing that work enters the client's account number
21 into a device attached to the photocopier. PSZJ summarizes each client's photocopying and
22 printing charges on a daily basis. Whenever feasible, PSZJ sends large copying projects to an
23 outside copy service that charges a reduced rate for photocopying. Pursuant to the guidelines
24 promulgated by the Office of the United States Trustee, PSZJ has agreed not to charge for
25 outgoing faxes. Fax receipts are charged at \$0.20 per page, the same costs as PSZJ charges for
26 photocopies.

27
28 ¹ Any terms not defined in this Declaration shall have the meanings ascribed to them in the Application.

1 8. PSZJ does not charge for local or long distance telephone calls placed by attorneys
2 from their offices. PSZJ only bills its clients for the actual costs when it initiates a multiple-party
3 teleconference.

4 9. Regarding providers of on-line legal research (e.g., LEXIS and Bloomberg), PSZJ
5 charges the standard usage rates these providers charge for computerized legal research. PSZJ
6 bills its clients the actual amount charged by such services, with no premium. Any volume
7 discount received by PSZJ is passed on to the client.

8 10. I am informed and believe the foregoing rates for expenses are the market rates that
9 the majority of law firms charge clients for such services.

10 11. PSZJ has not entered into any agreement or understanding with any other entity for
11 the sharing of compensation received or to be received for services rendered and/or to be rendered
12 in connection with this Case. I believe that the compensation and expense reimbursement sought
13 in the Application conforms with the Guidelines for Compensation and Expense Reimbursement
14 of Professionals and Trustees for the United States Bankruptcy Court for the Northern District of
15 California.

16 12. To the best of my knowledge, information, and belief, PSZJ's invoices attached as
17 Exhibit E to the Application represent true and correct time entries for work that PSZJ attorneys
18 and paralegals performed, and true and accurate expenses that PSZJ has paid and for which it
19 seeks allowance and payment by the Application.

20 Pursuant to 28 U.S.C. sec. 1746, I declare under penalty of perjury that the foregoing is
21 true and correct.

22 Executed this 29th day of February, 2024 at Santa Monica, California.

23
24 /s/ James I. Stang

25 James I. Stang
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